



201608090041

Skagit County Auditor

\$79.00

8/9/2016 Page

1 of

7 11:45AM

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Marc Duboiski

**DEED OF RIGHT TO USE LAND FOR
SALMON RECOVERY PURPOSES**

Grantor: Skagit Land Trust

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated
Legal

Description: Ptn SE ¼ of NE 14/, 7/33/5 E W.M.(More Ptn particularly described in Exhibit
“A” (Legal Description), and as depicted in Exhibit “B” (Property Map)),

Assessor's Property Tax Parcel Number(s): P17985 and P18006

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from
the State Building and Construction Account-Salmon Recovery Funding Board and Puget Sound
Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement
entered into between the Grantor and the Grantee entitled Skagit Tier 1 and Tier 2 Floodplain

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

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AUG 9 2016

Amount Paid \$
Skagit Co. Treasurer
By *HB* Deputy

Acquisition, Project Number 15-1172 signed by the Grantor on the 25 day of February, 2016 and the Grantee the 9 day of February, 2016, and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties: The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain habitat. This habitat supports or may support priority species or groups of species including but not limited to Chinook.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any



encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW



SKAGIT LAND TRUST

Name: Sara Young

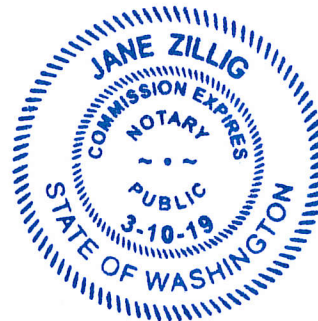
Dated this 3 day of August, 2016

I certify that I know or have satisfactory evidence that Sara Young is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the President for the Sponsor, Skagit Land Trust and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Signed: Eve / Mh

residing in Sepro Woodley, WA.

My commission expires 3-10-19



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GRANTEE:

STATE OF WASHINGTON, acting by and through SALMON RECOVERY
FUNDING BOARD, administered by the RECREATION AND CONSERVATION
OFFICE

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 25th day of July, 2016

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that Scott T. Robinson is the
person who appeared before me, and said person acknowledged that (he/she) signed this
instrument, on oath stated that (he/she) was authorized to execute the instrument and
acknowledge it as the Deputy Director for the Recreation and
Conservation Office and to be the free and voluntary act of such party for the uses and purposes
mentioned in the instrument.

Dated: July 25, 2016

Signed: Leslie Ann Frank

Notary Public in and for the State of Washington,
residing in Thurston County.

My commission expires 7-9-17.

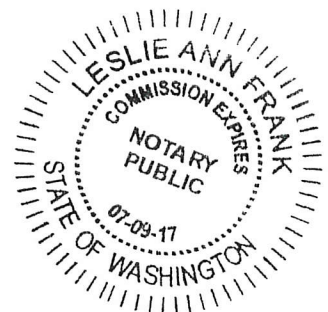


EXHIBIT A
Legal Description

The Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 33 North, Range 5 East, W.M.

ALSO, that portion of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 33 North, Range 5 East, W.M. lying Westerly of the Westerly line of State Route 9 and Westerly of the Westerly line of the Northern Pacific Railroad right-of-way.

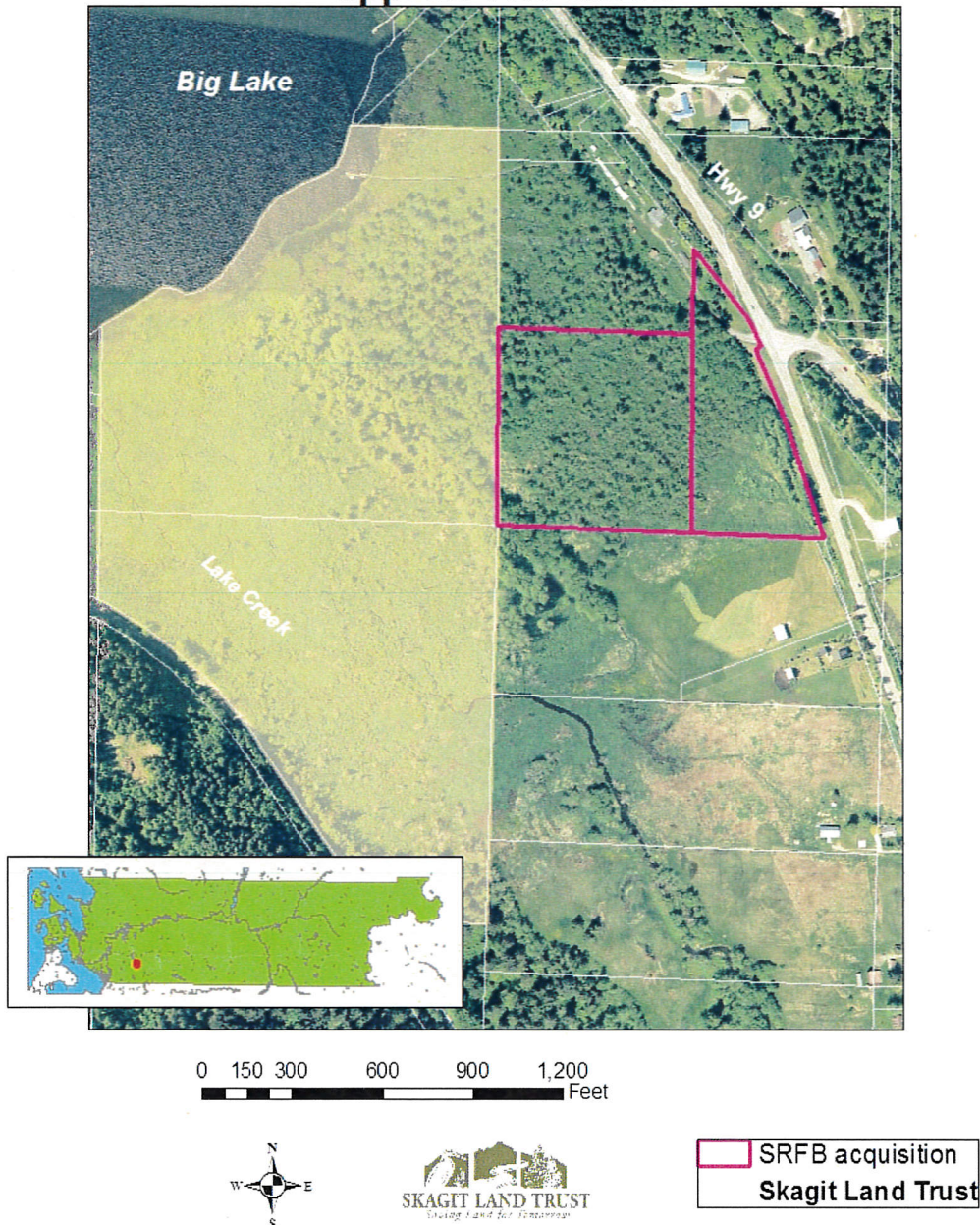
Except that portion conveyed to the State of Washington by deed recorded January 18, 1979, under Auditor's File No. 894927.

Situate in the County of Skagit, State of Washington.



EXHIBIT B
RCO-SRFB #15-1172A
Property Map

Lake Creek Wetlands Project - P 17985 & 18006
approx 13.5 acres



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